



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

charge is not coercion. *Sweeney v. Berlin Co.*, 101 N. Y. 20. *Contra, Mason v. Richmond Ry.*, 111 N. C. 482. Mere employment of a minor about dangerous work is not negligence *per se*. *Penn Co. v. Long*, 94 Ind. 250; *Texas, etc., Ry. v. Charlton*, 60 Tex. 397. Infancy in and of itself does not preclude his assumption of risks. *De Graff v. N. Y. Cent. Ry.*, 76 N. Y. 125. Yet if his judgment is so immature as to be unable to comprehend the danger of the machine, the employer would be liable. *Taylor v. Wootan*, 1 Ind. 188; *Goins v. Chicago, etc., Ry. Co.*, 37 Mo. App. 221.

NEGLIGENCE—MAINTENANCE OF TURNTABLE BY RAILROAD—LIABILITY.—*WALKER'S ADM'R V. POTOMAC, F. & P. R. CO.*, 53 SOUTHEASTERN REP. 113 (VIRGINIA). This case repudiates the turntable doctrine as established in most states, inasmuch as it holds that, under the common law rule that a landowner owes no duty to a trespasser, a railroad company is guilty of no negligence in maintaining an unlocked turntable on its premises at a distance of from fifty to three hundred feet from public land, and hence, is not liable for an accident causing the death of a child twelve years of age who trespassed upon such ground.

PRINCIPAL AND AGENT—IMPLIED CONTRACT—KNOWLEDGE OF AGENT.—*BLOWER V. SOUTHERN RY. CO.*, 54 So. E. 368 (So. CAROLINA).—*Held*, that if a mail messenger for the government transfers mail, which is the duty of the railway company while thinking that he is doing government work, and the general agent of said railway company accepts the benefits of his labor, with knowledge of the mistake, such company is liable for the reasonable value of the work done.

If a person allows another to work for him under such circumstances that no reasonable man would suppose that the latter was doing it for nothing, he will be liable on an implied contract. *Day v. Caton*, 119 Mass. 513; *Huck v. Flentze*, 80 Ill. 258. The doing of the work is an offer; the acquiescence in its being done is the acceptance. *Clark on Contracts*, 2nd Ed. 15. The implication is merely one of fact. *Pol. Cont.*, 9; *Leake on Cont.*, 11. One cannot recover for labor voluntarily performed for another under no express nor implied promise to pay. *De Montague v. Bacharach*, 187 Mass. 128; *Watkins v. Richmond College*, 41 Mo. 302. As a general rule mere silence does not constitute a ratification of agency. *Royal Ins. Co. v. Beatty*, 119 Pa. St. 6. Where, however, special circumstances and good faith require a man to speak and he does not, he is thereafter estopped to deny the agency. *Huffcut on Agency*, 49. Moreover, such principal must ratify the transaction *in toto*. *Mundorff v. Wick-ersham*, 63 Pa. St. 87; *Eberts v. Selover*, 44 Mich. 519. This principle also applies where the agent, alone, has knowledge of such material facts. *Hyatt v. Clark*, 118 N. Y. 563; *Satterfield v. Malone*, 35 Fed. 445.

POWERS—SALE OF LAND—AUTHORITY OF ONE TRUSTEE.—*HILL ET AL V. PEOPLE*, 95 S. W. 990 (ARK.).—*Held*, when land was devised by testator to three trustees, with full power to sell and carry same, the concurrence of two of the trustees was essential to the validity of a sale under the power.

Testator has power to require a power of sale to be exercised jointly by the executors and trustees and such intention must be given full force and effect. 80 Md. 454. When authority to sell land is given all the acting